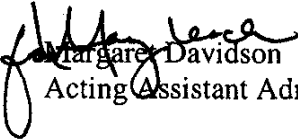




UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL OCEAN SERVICE  
Silver Spring, Maryland 20910

FEB 27 2001

MEMORANDUM FOR: David Kennedy  
Director, Office of Response and Restoration

FROM:  Margaret Davidson  
Acting Assistant Administrator

SUBJECT: Agreement between NOAA's Damage Assessment and  
Restoration Program and the International Group of Protection and  
Indemnity Clubs, MOA-2001-524

On February 22, 2001, the Office of Response and Restoration requested review and clearance of the attached Memorandum of Understanding (MOU) between the National Oceanic and Atmospheric Administration's (NOAA) Damage Assessment and Restoration Program and the International Group of Protection and Indemnity Clubs. The purpose of this MOU is to promote expeditious and cost-effective restoration of injured natural resources and services resulting from ship-source oil spills in the USA. This MOU will not involve any transfer of funds between the parties.

This agreement will become effective when signed by both parties and will remain in effect for five years, unless terminated by either party upon notice to the other party. The authorities for this MOU are the Oil Pollution Act of 1990 (33 U.S.C. § 2701 *et seq.*) and the Natural Resource Damage Assessment Regulations promulgated by NOAA, effective February 5, 1996 (15 CFR Part 990). The NOAA Assistant General Counsel for Natural Resources (GCNR) reviewed and cleared the attached agreement on February 21, 2001. No further legal review is necessary; however, any modifications to this agreement will be subject to GCNR and NOS management review and approval.

Please reference the NOS Control No. MOA-2001-524 when you return one certified or original signature copy of the fully executed agreement to N/MB3 for the central depository. Should you have any questions regarding this matter, please contact Ms. Veronica Harvey at 301-713-3070, extension 184.

Attachment



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE INTERNATIONAL GROUP OF P&I CLUBS AND  
THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S  
DAMAGE ASSESSMENT AND RESTORATION PROGRAM**

**I. PARTIES**

The parties to this Memorandum of Understanding (MOU) are the International Group of Protection and Indemnity Clubs and the National Oceanic and Atmospheric Administration, Damage Assessment and Restoration Program.

The aim of this MOU is to promote expeditious and cost-effective restoration of injured natural resources and services resulting from ship-source oil spills in the USA, as authorized by the Oil Pollution Act of 1990 and determined by the Natural Resource Damage Assessment (NRDA) Regulations promulgated by the National Oceanic and Atmospheric Administration, effective February 5, 1996 (15 CFR Part 990).

**II DEFINITIONS**

"IG" means International Group of Protection and Indemnity Clubs.

"Club" means Protection and Indemnity Club.

"ITOPF" means the International Tanker Owners Pollution Federation.

"NOAA," for the purposes of this MOU, means the National Oceanic and Atmospheric Administration, Damage Assessment and Restoration Program.

"OPA 90" means the United States Oil Pollution Act of 1990.

"NRDA" means natural resource damage assessment.

"Trustee" means a Federal, State, or Indian tribe official designated as a natural resource trustee under the Oil Pollution Act of 1990.

**III AGREEMENTS**

**A. Preparedness**

1. The parties shall meet approximately every six months, or more or less frequently as required, in furtherance of this MOU.
2. The parties will facilitate a regular exchange of technical information, such as ITOPF technical papers, NOAA technical publications, etc.
3. Where appropriate, the parties will consider the joint dissemination of relevant information, e.g., joint press releases.
4. The parties will assist each other in providing joint training opportunities for each other's staff, where requested.

5. NOAA, ITOPF, and IG will be invited to participate in training sessions or workshops where such participation is deemed appropriate by the sponsoring organization and by the parties to this understanding.
- B. Assessment Activities/post spill
  1. In the event of a ship-source oil spill in the USA, early contact will be established between the relevant Club, ITOPF, NOAA, and its co-Trustees in order to:
    - a. Confirm the identity of the relevant Club, identify the relevant Club personnel, Club local correspondents, and contractors.
    - b. Provide, subject to the consent of the owner, relevant technical information concerning the vessel.
    - c. Exchange information concerning the type and quantity of oil on board and discharged.
    - d. Identify the NOAA personnel and contractors involved.
    - e. Identify all known Trustees and interested parties.
  2. ITOPF is to be involved in the NRDA process at the request of either the relevant Club or NOAA at the earliest stage. ITOPF's role is to provide technical information and analysis to NOAA and its co-Trustees, and to the responsible party and the involved Club on relevant issues:
    - a. During the pre-assessment phase on threatened and affected resources, including preventive measures, emergency restoration, appropriate injury determination studies, and potential restoration actions;
    - b. During injury assessment;
    - c. During restoration selection.
  3. It is recognized by the parties that ITOPF's role is subject to it having available capacity in each case, having regard to its other commitments.
  4. It is the understanding of NOAA that the IG is interested in extending this MOU to other natural resource Trustees. To that end, NOAA will make copies of this MOU available to other natural resource Trustees and will encourage discussions between the IG and any other natural resource Trustee interested in participating in this or a similar MOU.
  5. If the parties set up technical working groups for a specific spill, these groups may include the technical advisers to the parties plus ITOPF, with concurrence of co-Trustees. The aim of the working groups will be to establish agreement on as many technical issues as possible at the earliest stage. Any such agreements reached are to be fully documented.
  6. "Waypoint" conferences to be held either by meeting or telephone conference in accordance with a rolling timetable to be agreed and reviewed by the parties on a monthly basis following a spill (or more or less frequently if appropriate). The purpose of such

"Waypoint" conferences will be to review the NRDA process and will involve representation by NOAA and the co-Trustees, ITOPF, and the involved P&I Club. The "Waypoint" conferences will include open discussion in order to identify those issues on which early agreement may be reached, and those issues in respect of which there are substantial differences between the parties with a view to identifying possible steps that may be taken towards resolution of those differences.

**C. Post Assessment Activities**

The regular meetings referred to under paragraph A above will include, as a routine agenda item, a review of completed NRDA's together with an analysis of problems and difficulties that may have arisen with a view to avoidance of repetition in future cases.

**IV. PERIOD OF AGREEMENT**

It is the intention of the parties that this MOU shall continue to be in effect for five (5) years after the date of the last signature in Section VI. Either party may propose amendments to this MOU or terminate this MOU at any time upon notice to the other party.

**VI. OTHER PROVISIONS**

- A. Nothing herein is intended to conflict with current NOAA directives. If the terms of this MOU are inconsistent with existing directives of NOAA, then those portions of this MOU that are determined to be inconsistent shall be invalid to the extent of that inconsistency.
- B. This MOU is not legally binding on the parties but is designed to reflect an understanding of the way in which the parties can most effectively co-operate with a view to effective preparedness and response to oil spills in the best interest of all involved, including Federal and State authorities and the public.

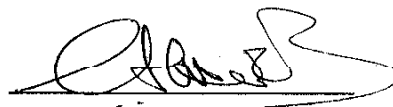
**VII. SIGNATURES**



Date: 2-21-01

**David Kennedy, Director**

Office of Response and Restoration  
National Ocean Service  
National Oceanic and Atmospheric  
Administration



Date: 2/2/01

**C A G Havers**

Chairman Pollution  
Sub Committee  
International Group  
of P&I Associations